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Prepared by and return to:
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Gartner, Brock and Simon
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Jacksonville, Florida 32207

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUNSET POINT**

This Declaration of Covenants is made this 22nd day of April, 2005 by THE HORN, LLC, a Florida limited liability company, having an address at 6900 Southpoint Drive, North, Suite 250, Jacksonville, Florida 32216 (the "Declarant").

Whereas, Declarant is the owner of the real property known as Sunset Point ("Sunset Point"), according to the plat thereof recorded in the Public Records of St Johns County, Florida herein referred to as the "Property"; and

Whereas, Declarant desires to establish an association of owners within the Property to maintain the property owned by such association and such other property as set forth in this Declaration;

Now therefore, Declarant, in consideration of the premises and the covenants herein contained, and for the purpose of preserving the value and maintaining the desirability of the Property for the benefit of all owners of portions thereof, declares that the Property shall be subject to the covenants, restriction., easements, reservations and liens contained in this Declaration of Covenants and Restrictions for Sunset Point, which shall be covenants running with the land and which shall be binding upon and inure to the benefit of Declarant and its successors and assigns.

ARTICLE I

DEFINITIONS

1. Definitions.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Governing Documents shall have the following meanings:

1.1 "Additional Lands." means those lands located in St. Johns County, Florida and more particularly described on Exhibit "B" hereto, to which Declarant has reserved the right to extend the terms of this Declaration and annex into the Property.

1.2 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article V hereof.

1.3 "Architectural Criteria" means the Regulations from time to time adopted by the A.R.C. and approved initially by the Declarant and following transfer of control of the Association, by the Board of Directors pertaining to construction standards for improvements constructed within the Property.

1.4 "Association" means the Sunset Point Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein, its successors and assigns.

1.5 "Board" or "Board of Directors" means the Association's Board of Directors.

1.6 "Common Areas" means all real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.7 "Common Maintenance Areas" means the Common Areas, if any, and the entrance signage monuments, drainage facilities and detention ponds, right-of-way landscaping, and such other areas lying within public or private easements or rights-of-way, the maintenance of which has been designated by the Declarant or the Board of Directors as an Association responsibility for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents.

1.8 "Declarant" means The Horn, LLC, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant.

1.9 "Declaration" means this Declaration of Covenants and Restrictions For Sunset Point and any supplemental declarations made in accordance herewith, and any amendments thereto.

1.10 "Governing Documents" collectively means this Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith, as amended from time to time, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time.

1.11 "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof.

1.12 "Lot" means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot, excluding any areas designated as Common Areas or for utilities or drainage uses or dedicated to public use.

1.13 "Marshfront/Lakefront Lots" means all Lots containing within the lot lines a portion of a lake or pond within the Property, or having frontage on or common boundaries with a marsh or creek or Upland Buffer and on which Declarant has constructed a retaining wall or bulkhead as part of the Work.

1.14 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.15 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

1.16 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Declarant is an Owner as to each Lot owned by the Declarant.

1.17 "Person" means any person or entity having legal capacity.

1.18 "Plat" means that subdivision plat of Sunset Point recorded in Plat Book 50, pages 31-34 of the Public Records of St Johns County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.19 "Property" means the lands in St Johns County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.20 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Governing Documents, including the Architectural Criteria.

1.21 "SJRWMD" means the St. Johns River Water Management District.

1.22 "Stormwater Management System" means a surface water or stormwater management system which is designed and constructed or implemented to control discharges

which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quality and quality of discharges.

1.23 “Unit” means any residential dwelling situated upon any Lot.

1.24 “Upland Buffer” means any upland buffer areas adjacent to wetlands that may be required by the SJRWMD or other regulating agency.

1.25 “Work” means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Units except when constructed by Declarant. This term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE II

THE ASSOCIATION

2.1 Membership. Every Owner of a Lot is a member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

2.2 Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. For so long as there is a Class B membership, Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership not more than one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal 75% of votes outstanding in the Class B membership, or seven (7) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Declarant may at any earlier time elect to terminate the Class B membership by notice to the Association. Class B membership shall be

reinstated at any time before the expiration of 7 years from the date of conveyance of the first Lot if additional Lots owned by Class B member are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Declaration.

(c) Suspension. All voting rights of an Owner may be suspended by the Association in accordance with the provisions set forth in the By-Laws during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default under the Governing Documents or Regulations of the Association, and such suspension shall apply to the proxy authority of the voting representative, if any.

2.3 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during business hours, although the Association may make a reasonable uniform charge for such copies and certification. The Declaration, Articles, and Bylaws must be available for inspection by any Owner or the Declarant at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

2.4 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a supermajority of the members. In addition, any such action shall require the written approval of the Declarant for so long as the Declarant is a member of the Association.

2.5 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

2.6 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE III

ASSESSMENTS

3.1 Assessments Established. For each Lot within the Property, Declarant covenants, and each Owner by acceptance of a deed or other conveyance of record title to a Lot, whether or

not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association, an annual maintenance assessment, special assessments including special assessments for property taxes levied and assessed against the Common Areas, specific assessments against a particular Lot or group of Lots that are established pursuant to any provisions of the Governing Documents (all as hereinafter described), and all taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

3.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas, the Common Maintenance Areas and the Stormwater Management System (including maintenance of adequate reserves), the payment of taxes and insurance, and for the performance of the Association's duties under the Governing Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Governing Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount.

(i) Until January 1 of the year immediately following the recording of this Declaration, the maximum annual maintenance assessment for Lots that are not Marshfront/Lakefront Lots shall be One Thousand Eighty Dollars (\$1,080.00), and Marshfront/Lakefront Lots shall be One Thousand Two Hundred Sixty Dollars (\$1,260.00). The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner other than Declarant and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, provided that the maximum annual maintenance assessment may not be increased more than five percent (5%) above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder. A quorum of sixty percent (60%) of the Association's membership shall be required at such meeting. If that quorum requirement is not met, a second meeting may be called at which the quorum shall be thirty percent (30%) of the membership. The amount of the annual maintenance assessment shall be fixed by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate an otherwise proper assessment or

obligation to pay on the described date. In the absence of Board action the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following the recordation of this Declaration. If the operation of this Declaration is extended to Additional Lands, as provided herein, then the Annual Assessment begins against all Lots within each such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending its operation to such Additional Lands. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

(d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot to an Owner (excluding transfer to the Declarant or Persons in the business of constructing improvements on Lots for resale purposes), the transferee shall pay to the Association a working capital contribution equal to two months of the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each transferor agrees to collect the working capital contribution at the closing of the sale to such Owner and to promptly pay the same to the Association. The Association may at any time utilize these contributions for any purpose permitted by the Governing Documents, including normal operating expenses or to fund reserves.

(e) Specific Assessments for Marshfront/Lakefront Lots. As part of the Work, Declarant has installed a retaining wall with pilings and related structures (the "Bulkhead") on the Marshfront/Lakefront Lots that separates the upland portion of the Lot from the waters of the lake jurisdictional buffer. The Association shall be responsible for, and shall maintain and keep in good order and repair, and replace as necessary, that portion of the Bulkhead located on the Marshfront/Lakefront Lots. The Association shall annually assess each Lot Owner for a portion of the total cost of maintaining, repairing and replacing the Bulkhead, including the maintenance of adequate reserves. This assessment shall be payable by each Lot Owner as part of and in the same manner as the annual maintenance assessment.

3.3 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, or the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

3.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments, other taxes, if any, levied on the Common Areas, and shall assess each

Owner for the cost thereof. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. If taxes are not assessed as part of the annual maintenance assessment, then the amount of any special assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

3.5 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due.

3.6 Uniformity of Assessments. Except as specifically provided herein, the annual maintenance assessment and any special assessments must be uniform throughout the Property, except that any Lot owned by Declarant (or any assignee of Declarant as hereinafter provided) and which is not being occupied as a residence is exempt from the annual maintenance assessments and special assessments; provided that Declarant shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Declarant, and the total expenses of the Association during the applicable period. Declarant shall be obligated to fund such deficits only as they are actually incurred by the Association. The Declarant shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Declarant is no longer entitled to elect a majority of the Board of Directors of the Association, or at such earlier date elected by Declarant by notice to the Association. Thereafter, the Declarant shall pay an annual maintenance assessment amount attributable to any Lots then owned by Declarant and which are not being occupied as a residence at one-half (1/2) the rate assessed against Lots owned by Owners other than Declarant. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Declarant may assign this exemption in whole or in part in any Person who acquires two or more Lots for construction and resale of Units. Upon transfer of title of an exempt Lot other than transfers for construction and resale of Units such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing on the first day of the month following the date of transfer of title.

3.7 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

3.8 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association or its attorney at law. The Association may record a claim of lien against any Lot when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, is the personal obligation of the Person who was the Owner of such Lot when the assessment fell due and all subsequent Owners until paid.

3.9 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from the due date, at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including interest and reasonable attorneys' fees, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner, but for purposes of resale only.

3.10 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First

Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the Lot encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

3.11 Purpose of Annual Maintenance Assessment. The Board, for the benefit of the Owners, shall provide for the following items to be paid from the annual maintenance assessment:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Care and preservation of the Common Areas, if any, and the Common Maintenance Areas, including without limitation, the private roadways and entry landscaping and signage located within the Property.

(c) The services of a professional person or management firm to manage the Association to the extent deemed advisable by the Board, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association against liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association, the Common Areas, or the Common Maintenance Areas, in amounts as determined by the Board of Directors.

(f) Workers compensation insurance to the extent necessary to comply with applicable laws.

(g) Fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(h) The maintenance and repair of the Stormwater Management Systems in compliance with applicable permits including but not limited to work within retention areas, drainage structures and drainage easements.

(i) Any other item or service which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by Law or which in the Board's opinion shall be necessary or proper for the performance of the Association's responsibilities.

(j) The maintenance of the turf on each lot to include the Irrigation system, the cutting and fertilizing of the grass and tree and bush trimming, if required.

(k) The maintenance of internal streets, curbs and sidewalks serving the property; entry walls, fences, gates, signage, landscape and irrigation.

(l) Provide funds for the Association's pro-rated share for maintenance of property access road from Plantation Island Drive South to the property; entry gates; entry feature, signage and landscaping.

ARTICLE IV

COMMON AREAS

4.1 Title to Common Areas and Owner's Easements of Enjoyment. The Declarant will convey or cause to be conveyed to the Association, the title to the Common Areas, at such time as in its sole discretion it deems appropriate, but not more than one year following substantial completion of construction of the improvements located thereon or the time the United States Department of Housing and Urban Development insures any First Mortgage on a Unit, whichever shall first occur. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for drainage and public utilities. Every Owner and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Dedication-Mortgage. The Association shall have the right to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. Such dedication, transfer or mortgage must be approved by at least two-thirds (2/3) of each class of members at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida. Further, such dedication, transfer or mortgage shall be subject to any easement for ingress or egress previously granted to an Owner or required by an Owner for access to a Unit.

(b) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided herein.

(c) Governing Documents. The provisions of the Governing Documents and all matters shown on any plat of all or part of the property.

(d) Suspension. The right of the Association to suspend the right of use of the Common Areas (except private streets or rights-of-way providing access to Lots) and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or the Governing Documents.

(e) Easements. The right of the Declarant and, following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for Utilities or drainage across all or any part of the Common Areas.

(f) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

The foregoing easement is limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

4.2 Association to Own. The Association shall own all Common Areas and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

4.3 Liability Insurance. The Association shall purchase and carry a general comprehensive public liability insurance for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that, such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties.

4.4 Condemnation. In the event of condemnation or a sale in lieu thereof all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association as it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation, including the purchase of replacement land, and any remaining funds may be distributed to each Owner on a pro rata basis.

4.5 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by

this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Regulations.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Review Committee. The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three or more persons who need not be Owners. The A.R.C. may retain the services of an architect or landscape architect (the "Professional Advisor") to assist the A.R.C. in the performance of its duties under the Governing Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of: (a) the sale by Declarant of all the Lots in the Property or; (b) ten (10) years from the date this Declaration is recorded. Thereafter the Board of Directors of the Association shall appoint the A.R.C. members. Any reference in the Governing Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses as determined by the A.R.C. shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

5.2 A.R.C. Authority. Unless the Declarant is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units or at completion of construction of any approved modifications, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit and require the removal of (when constructed without A.R.C. approval), those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations (the "Architectural Criteria") in connection with the foregoing; provided, however, such rules and regulation: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of

the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

5.3 ARC. Approval. Except for all construction relating to the Work and items installed by Declarant as part of the Work, no building, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added on to upon any portion of the Property without the prior written consent of the A.R.C. The foregoing requires the A.R.C.'s prior approval for any and all construction, changes (including color changes), alterations, additions, reconstruction, improvements, or of any nature whatsoever on any Lot or to the exterior of a Unit within the Property unless any structure, use, or activity is expressly permitted by the Architectural Criteria.

5.4 Submission of Plans. Prior to the initiation of construction upon any Unit, the Owner thereof shall first submit to the A.R.C. a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the A.R.C. for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

5.5 Plan Review. Upon receipt by the A.R.C. of all of the information required by this Article V, it shall have 14 days in which to review said plans. The proposed improvements may be approved if, in the sole opinion of the A.R.C.: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; and (iv) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement [twelve (12) months for the construction of a complete house] . In the event that the A.R.C. fails 'to issue its written approval within fourteen (14) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the A.R.C. 's approval shall be deemed to have been granted without further action All approvals shall terminate in one year.

5.6 Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the A.R.C. The A.R.C., the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof

5.7 Inspection. The A.R.C. or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration or the Architectural Criteria. If the A.R.C. refuses or is unable to issue a certificate

of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance or requiring the Owner to correct the non-compliant items.

5.8 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or the Association neither the Declarant, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld, The Association shall defend any action brought against the A.R.C. or any member thereof arising from acts or omissions of the A.R.C. committed in good faith and without malice.

5.9 Address for Notice. Requests for A.R.C. approval or correspondence with the A.R.C. shall be addressed to Sunset Point Architectural Review Committee and mailed or delivered to Group IV Properties, Inc., 6900 Southpoint Drive, North, Suite 250, Jacksonville, Florida 32216 in Duval County, Florida, or such other address as may be designated from time to time by the A.R.C. No correspondence or request for approval shall be deemed to have been received until actually received by the A.R.C. in form satisfactory to the A.R.C.

ARTICLE VI

EASEMENTS

6.1 Utility Easements. The Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Areas for ingress, egress, and the installation, replacement, repair, maintenance, use and operation of all utilities, including without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

6.2 Declarant's Easement of Correct Drainage. As long as Class B membership shall be in effect, Declarant hereby reserves a blanket easement on, over and under the ground within the Property (except at the location of approved Units and paved driveways) to maintain and correct drainage of surface waters and other erosion controls to maintain reasonable standards of health, safety and appearance. Declarant shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property. Upon cessation of

Class B membership, the Association shall have the right to exercise the easements described herein.

6.3 Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

6.4 Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonable necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed as a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

6.5 Plat Easements. Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Unit and all improvements contained therein shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority, utility company or the Association is responsible.

6.6 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the SJRWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without prior written approval of the SJRWMD.

ARTICLE VII

USE AND OCCUPANCY

7.1 Use Restrictions

(a) Residential Use. All Lots and Units shall be used and occupied for single family residential purposes. No Lot or Unit may be used for commercial, institutional or other nonresidential purpose if such use involves the attendance or entry of non-residents upon the Lot

or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with the prior written consent of the Association, provided that no Owner or occupant of a Lot may conduct more than one (1) garage sale of not more than two (2) days duration during any six (6)-month period.

(b) Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other nonresidential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

7.2 Occupancy and Leasing Restrictions. Each of the Units shall be occupied only by the Owner or lessee of a Unit, members of their family, their servants and nonpaying social guests. Entire units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The Owner must notify the Association in writing within ten (10) days of commencement of a lease, of the name of the tenant, the term of the lease, and the forwarding address of the Owner. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in a Unit. No lease may be for a period of less than six months without the approval of the Association.

7.3 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that caged birds and other common household pets may be kept by the occupants of each Unit subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. Dogs must be leashed or kept within enclosed areas at all times. All pets are prohibited from the recreational facilities, if any, located on the Common Area.

7.4 Construction Standards. Lots may only be improved by the construction thereon of a Unit in accordance with plans and specifications for such Unit approved in writing by the A.R.C. in accordance with the procedures described in Article V hereof. All exterior materials and appearances must be approved by the A.R.C. Exposed concrete block is prohibited.

7.5 Size and Minimum Floor Elevation Limitations. The Units constructed on each Lot shall not exceed the height of thirty-five (35) feet above grade level. Minimum floor elevations must comply with Paving and Drainage Plans prepared by CEI Engineering Associates, Inc., dated 5/3/02, which is on file at the Association's office. Units shall have a minimum square footage of One Thousand Eight Hundred (1800) square feet of heated and cooled interior living area, exclusive of garages, porches and patios. Total ground coverage shall not exceed thirty-five percent (35%) of the Lot surface area.

7.6 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, must be approved by the A.R.C. and shall be screened from view from adjacent Lots and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property. Household wastes and trash shall be deposited in roll out containers furnished by the City of St. Augustine. Containers can only be stored in the garage except on days of trash collection, when containers may be left on the driveway at curbside between 8:00 a.m and 5:00 p.m. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

7.7 Sewage Disposal and Water Service. All potable water and sewage facilities and service to the Property shall be supplied by the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property without the prior approval of the A.R.C., and then only for the purpose of providing landscape irrigation. No septic tank may be constructed on any Lot. No waterwaste may be discharged on the open ground or into the lakes. No water from air conditioning systems or swimming pools shall be discharged into the wetlands, canals, creeks or lakes. There is a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water, drainage and sewage facilities.

7.8 Signs and Mailboxes. No sign of any kind shall be displayed to public view within the Property except address signs provided by the Declarant, and an approved lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the A.R.C.'s Regulations. Not more than two (2) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than 30 days in advance of the election to which they pertain and are removed within 7 days after the election. The foregoing does not apply to signs or billboards used by the Declarant to perform the Work and advertise the Property. Mailboxes shall be provided by the Declarant as part of the Work. Thereafter, mailboxes must conform to the original mailboxes provided by the Declarant.

7.9 Window Coverings and Air Conditioners. Without the prior written approval of the A.R.C., no aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from the street and other Lots by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit.

7.10 Wetlands.

(a) General. No Owner shall have the right to pump or otherwise remove water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. No swimming, bathing, boating or similar activity is permitted in any lake, pond or wetland. Subject to drainage easements to the Association, The Association shall have the sole and absolute right to control the water level and quality of such lakes and to control the growth and eradication of plants, animals, fish and fungi in any such lakes and wetlands. Except for permitted modifications made by the Declarant, the height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association and the SJRWMD. No docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments, buffers or wetlands.

(b) Recreational Use. Portions of the Property are subject to a conservation easement in favor of the SJRWMD as shown on the Plat. Owners may not conduct any activities in the conservation area in violation of the easement. By delivery of a deed to a parcel, Declarant shall be deemed to have assigned to the Owner the obligation to comply with all such conservation easement terms, and each Owner by acceptance of a deed to a portion of the Property agrees to comply with the requirements of all such easement terms.

(c) Governmental Permits. Reference is made to the SJRWMD Permit No. 40-109-83838-1 and subsequent surface water management permits issued by SJRWMD for the Property. No construction of improvements and no dredging or filling activities are permitted within any Upland Buffer areas or waterward of the jurisdictional limit lines as shown on the plat and plans submitted to SJRWMD in connection with said permit, as amended and supplemented, (copies of which are on file in the offices of the SJRWMD) except as allowed by said permit and as may be allowed by future permits. By delivery of a deed to a parcel, Declarant shall be deemed to have assigned to the Owner the obligation to comply with all such permit terms, and each Owner by acceptance of a deed to a portion of the Property agrees to comply with the requirements of all such permits. The foregoing provisions may be enforced by the SJRWMD and may not be amended without the approval of the SJRWMD and Declarant.

7.11 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's Lot.

7.12 Other Structures. Without the prior written approval of the A.R.C., no tents, sheds, trailers, tanks, storage buildings, clothes lines, arbors, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether

intended to be temporary or permanent, may be erected on a Lot. Swimming pools must be located behind the Unit with the pool walls not closer than four feet to a line extended from and aligned with the side walls of the Unit, and any pool enclosures may not extend beyond that line. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. No picnic areas and no detached outbuildings shall be erected or permitted on any Lot thereon.

7.13 Landscaping. At the time of construction of the Unit, an automatic underground sprinkler system shall be installed on each Lot. No hedges or hedge like grouping of plants exceeding four (4) feet in height shall be permitted without the written approval of the A.R.C. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot, other than within the Upland Buffer.

7.14 Fencing.

(a) General. All fences and walls must be approved by the A.R.C. prior to installation or modification. In general, fences and walls, are discouraged that define property lines. Hedges or dense vegetation is the preferred method for privacy screening. No fence or wall may exceed six feet in height. No chain link, barbed wire or other forms of wire fences are permitted. Decorative wrought iron or other metal, fences when used to surround pools may be approved by the A.R.C. No fence, except decorative wrought iron or aluminum fences approved by the A.R.C., may be erected on any Lot adjoining the wetlands or marsh. Fences that restrict the views of the marsh and river will not be allowed.

(b) Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

7.15 Parking Restrictions and Garages.

(a) Parking. Unless and until the Association promulgates Regulations expressly authorizing the parking, storage or repair, of boats, trailers, recreational vehicles, or other vehicles, no vehicle, boat, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles") may be parked in those areas described in this paragraph. Boats, trailers and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Unit. Permitted Vehicles may be parked only within a garage of a Unit or in the driveway. No parking places may be constructed on any Lot, except as constructed in accordance with approved plans and specifications. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular

basis. No part of the Common Areas or of the public right-of-ways shall be used for parking on a regular basis. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines and towing for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph.

(b) Garages. No garage shall be permanently enclosed or converted to another use, except that Declarant may temporally enclose a garage as a sales center.

7.16 Alterations; Maintenance of Exteriors. An Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior of his Unit including driveways and parking areas, nor make any additions to the exterior of his Unit including the installation of window air conditioners, without the prior written approval of the A.R.C. An Owner shall maintain, repair and replace the exterior of his Unit and Lot with materials of the same style, color and of equal or greater quality as originally constructed in accordance with approved plans and specifications, notwithstanding that said maintenance, repair or replacement shall require the written approval of the A.R.C.

7.17 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes larger than 18 inches in diameter or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot.

7.18 Marshfront and Lakefront Lots and the Bulkheads. As part of the Work, Declarant has installed a retaining wall with pilings and related structures (the "Bulkhead") on some or all of the Marshfront/Lakefront Lots that separates the upland portion of the Lot from the waters of the lake or jurisdictional wetland areas. Each Owner of Marshfront/Lakefront Lot by acceptance of his or her deed accepts all of the obligations and liabilities associated with the ownership of said property, including without limitation the risk of personal injury, death, or property damage, and releases and forever discharges Declarant and the Association, and their respective directors, officers, employees, contractors and agents from all liability or obligation for any loss, damage, personal injury, death, loss, cost or expense arising from or in connection with the ownership of a Marshfront or Lakefront Lot or the Bulkhead located thereon. Each Marshfront/Lakefront Lot Owner shall indemnify and hold harmless the Declarant and the Association and their respective directors, officers, employees, contractors and agents from all liabilities, obligations, claims, losses, damages, costs or expenses including reasonable attorneys' fees and cost incurred by the Declarant or the Association as a result of or arising from any property damage, personal injury or death occurring on or near the Owner's Lakefront Lot or in connection with the location of the Bulkhead thereon.

7.19 Bulkhead Assessments. All Lots abutting the Bulkhead shall be assessed a pro-rata share of the cost to maintain, repair and/or replace the Bulkhead. The funds shall be placed in a reserve account and shall not be utilized for any purpose other than such maintenance. The

initial funds shall be assessed at the rate of forty-two cents (\$.42) per foot of Bulkhead per month. In addition, all Lots shall be assessed a pro-rata share of the cost to maintain, repair and/or replace the Bulkhead and fence associated with Lake #2, including maintaining reserve accounts. The initial assessment for the Lake #2 Bulkhead and fence shall be twenty-five dollars (\$25.00) per Lot per year.

7.20 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the A.R.C. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

7.21 Drainage Swales. The Declarant has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Owner, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether or not caused by the occupant of the Lot shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

ARTICLE VIII

OPERATION AND EXTENSION

8.1 Effect Upon Additional Lands. With respect to the Additional Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Additional Lands by a recorded amendment to this Declaration, that declares all or a part of the Additional Land to be subject to the provisions hereof. Developer agrees that all extensions shall be in accordance with the general plan of development established by this Declaration. Developer or any person to whom Developer has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before fifteen years from the date this Declaration is recorded, then the Developer, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

8.2 Extensions. The extension of the provisions of this Declaration to any other lands requires the approval of two-thirds (2/3) of each class of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement.

(a) Rights of Declarant and Association. Declarant reserves the right for the Declarant or the Association, following ten (10) days written notice to the Owner of the Lot specifying a violation of the Governing Documents, to enter upon any Lot to correct any violation of the Governing Documents or to take such other action at the expense of the Owner as Declarant or the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay Declarant or the Association on demand the actual cost of such enforcement plus twenty (20%) percent. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Declarant or the Association may, at its option, bring action at law against the Owner personally obligated to pay the same, or upon giving the Owner thirty (30) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien.

(b) Legal Proceedings. The Declarant, the Association, or the Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Governing Documents. If the Association or the Declarant is the prevailing party in any litigation involving the Governing Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Governing Documents against any Owner, other than Declarant or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such non-prevailing Owner. In no event may such costs and expenses be recovered against the Association or Declarant, unless otherwise provided by Law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Articles entitled "Covenant for Assessments."

(c) Enforcement. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Stormwater Management System.

(d) No Waiver. Failure by the Declarant, the Association or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver of the right to do so at

any time, nor shall such failure to enforce create any liability for the Declarant or the Association to any Owner or any other Person.

9.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner, their respective heirs, successors, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for three (3) successive renewal periods of ten (10) years each.

9.3 Amendment.

(a) Declarant. The Declarant reserves and shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration or the other Governing Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Governing Documents or the Plat; or (iii) to comply with the requirements of any Law affecting the Property.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of the voting interests in the Association. No amendment shall be effective until recorded but the Association's proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

(c) SJRWMD. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

9.4 Other Approvals. All of the following actions require the prior approval of the Declarant (for so long as Declarant owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the First Mortgagees within the Property and, as the same may be required while there is a Class B membership, the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas; and (c) the merger,

consolidation, or dissolution of the Association; and (d) the annexation of additional lands or extension of the provisions of this Declaration to lands other than the Additional Lands.

9.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or the Common Area, or a structure otherwise violates a provision of this Declaration, Declarant reserves for itself the right to release the Lot from the encroachment or violation and to grant an exception to permit the violation or the encroachment by the structure over the set-back or easement area or the Common Areas, without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Declarant, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

9.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Governing Documents and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Governing Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any

insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

9.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Declarant or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Declarant and any Person designated by Declarant in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

9.8 Assignment. Declarant may assign to any Person, including Persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to Declarant in connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 9.7 hereof Any such assignment shall be non-exclusive unless otherwise notes, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant.

9.9 Severability. Invalidation of any provision of the Governing Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Governing Documents when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

9.10 Notices. Any notice required to be sent to any Owner, or the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

ARTICLE X

CONSERVATION EASEMENTS

10 Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes, Declarant has granted to the SJRWMD a conservation easement in perpetuity over the property described in the Conservation Easement recorded on August 6, 2004 in Official Records Book 2256, Page 1893 Public Records of St. Johns County, Florida (the "Conservation Easement"). Declarant granted the Conservation Easement as a condition of permit number 40-

109-83838-1 issued by the SJRWMD, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

10.1 Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement areas that will impair or interfere with the environmental value of these areas.

10.2 Prohibited Uses. Any activity in or use of the Conservation Easement areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, destroying or trimming trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

10.3 Responsibilities. The Declarant and its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement areas.

10.4 Rights of SJRWMD. To accomplish the purposes stated in the Conservation Easement, the Declarant conveyed the following rights to the SJRWMD:

(a) To enter upon and inspect the Conservation Easement areas in a reasonable manner and at reasonable times to determine if Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement areas that may be damaged by any activity inconsistent with the Conservation Easement.

10.5 Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the SJRWMD.

ARTICLE XI

PARTY WALLS AND COMMON ROOFS

11.1 General. The provisions of this Article supplement the provisions of the Declaration requiring the Association to maintain, repair and replace the exterior portions of the buildings containing Units, and are not intended to conflict with or supersede such provisions. Each wall or fence built as a part of the Work upon the Property and placed on or intended to be place on the dividing line between Lots is a party wall. The roof covering all Units within the same building is a common roof. To the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls, common roofs and liability for property damage caused by intentional or negligent acts or omissions apply.

11.2 Sharing of Repair and Replacement. Subject to the Association's normal maintenance responsibilities set forth herein, the cost of necessary repair and replacement of a common roof and a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the roof, wall or foundation in proportion to such use. In the event that any Owner should fail or refuse to perform or pay for any maintenance, repairs or restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida. The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs or restorations be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner by certified or registered mail postage prepaid, return receipt requested and deposited in the United States Mail. After expiration of the thirty (30) days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. To the extent the delinquent Owner has failed to comply with this Article, the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore. The affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum lawful rate allowed by the laws of the State of Florida. No lien under the provision shall be effective until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable as that provided by the Florida Construction Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Construction Lien Law, including

but not limited to the rules contained in that statute for discharge of liens, duration of liens, and transfer of liens to security. No lien acquired under these provisions shall be superior or to effective against any bona-fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

11.3 Destruction by Fire or Other Casualty. If a party wall or common roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore it. If other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for a larger contribution from the others under any rule of Law regarding liability for negligent, willful or intentional act or omissions.

11.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful or intentional act causes any other Unit, common roof or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

11.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pas to and bind each such Owner's successors in title.

11.6 Easements. In the event that there shall be located within any party wall pipes, vents, outlets or other structures serving one or more Lots or Units, the Owner of each Lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure. All Owners of Lots within the same building shall have a non-exclusive easement and right of ingress and egress over and across the common roof and other portions of the Lots as shall be necessary or convenient to perform the maintenance and repair required or permitted by this Article.

[signatures being on the next page]

IN WITNESS WHEREOF, Declarant has executed this Declaration the date first stated above.

Signed, sealed and delivered in the presence of:

WITNESSES

THE HORN, LLC
a Florida limited liability company

By: THE HORN-MANAGER, LLC
a Florida limited liability
company, its manager

By: Coro Investments, LLC, a Delaware
limited liability company, its
Manager

Sandra J. Plance
Print Name Sandra J. Plance

Christina D. French
Print Name Christina D. French

By: [Signature]
Victor Fransen,
Its Manager 04/22/05

STATE OF Florida
COUNTY OF Duval

The forgoing instrument was acknowledged before me this 22 day of April, 2005 by Victor Fransen, the manager for Coro Investments, LLC a Delaware limited liability company on behalf of the company.

Sandra J. Plance
Print Name Sandra J. Plance
Notary Public, State of Florida
My Commission expires: 5/22/06

Personally known ✓ or produced identification _____. Type of identification produced: _____



Sandra J Plance
My Commission DD120068
Expires May 22, 2006

EXHIBIT "A"

COPY

CAPTION: A PART OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S 01°13'20" E. ALONG THE EASTERLY LINE OF SAID SECTION 32, A DISTANCE OF 500.03 FEET; THENCE S 82°28'07" W, A DISTANCE OF 665.00 FEET; THENCE S 88°47'48" W, A DISTANCE OF 230.56 FEET; THENCE N 08°36'27" E, A DISTANCE OF 300.72 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 110.00 FEET; THENCE NORTHWESTERLY 87.36 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING N 58°57'27" W, AND A CHORD DISTANCE OF 85.08 FEET TO A POINT ON SAID CURVE; THENCE N 59°32'41" E, A DISTANCE OF 40.32 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 22.00 FEET; THENCE NORTHEASTERLY 30.43 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING N 00°06'25" E. AND A CHORD DISTANCE OF 28.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY 43.30 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N 29°23'34" E, AND A CHORD DISTANCE OF 43.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 19°03'21" E, A CHORD DISTANCE OF 1.21 FEET; THENCE N 89°29'47" E, A DISTANCE OF 171.82 FEET; THENCE N 19°03'21" E, A DISTANCE OF 76.91 FEET; THENCE N 89°04'47" E, A DISTANCE OF 186.96 FEET; THENCE S 57°23'36" E, A DISTANCE OF 40.66 FEET; THENCE N 89°29'47" E, A DISTANCE OF 104.97 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 22.00 FEET; THENCE NORTHWESTERLY 6.47 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING N 67°16'01" W, AND A CHORD DISTANCE OF 6.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 83.10 FEET; THENCE NORTHWESTERLY 107.28 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING N 38°42'41" W, AND A CHORD DISTANCE OF 99.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 22.00 FEET; THENCE NORTHWESTERLY 34.25 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING N 46°19'22" W, AND A CHORD DISTANCE OF 30.89 FEET TO A POINT ON SAID CURVE; THENCE N 00°55'13" W, A DISTANCE OF 50.43 FEET TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE N 89°04'48" E. ALONG SAID WESTERLY PROLONGATION, A DISTANCE OF 414.44 FEET TO THE POINT OF BEGINNING, CONTAINING 9.07 ACRES MORE OR LESS.

TOGETHER WITH:

CAPTION: A PART OF SECTIONS 29 AND 32, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S 89°04'48" W, ALONG THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 414.44 FEET TO THE POINT OF BEGINNING; THENCE S 00°55'13" E, A DISTANCE OF 50.43 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHEASTERLY 34.25 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING S 46°19'22" E, AND A CHORD DISTANCE OF 30.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 83.10 FEET; THENCE SOUTHEASTERLY 107.28 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING S 38°42'41" E, AND A CHORD DISTANCE OF 99.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHEASTERLY 6.47 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING S 67°16'01" E, AND A CHORD DISTANCE OF 6.45 FEET TO POINT ON SAID CURVE; THENCE S 89°29'47" W, A DISTANCE OF 104.97 FEET; THENCE S 00°50'57" E, A DISTANCE OF 40.66 FEET; THENCE S 89°04'47" W, A DISTANCE OF 186.96 FEET; THENCE N 57°23'36" W, A DISTANCE OF 76.91 FEET; THENCE S 89°29'47" W, A DISTANCE OF 171.82 FEET; THENCE S 19°03'27" W, A DISTANCE OF 1.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY 43.30 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S 29°23'34" W, AND A CHORD DISTANCE OF 43.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHWESTERLY 30.43 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S 00°06'25" W, AND A CHORD DISTANCE OF 28.06 FEET TO A POINT ON SAID CURVE; THENCE S 59°32'41" W, A DISTANCE OF 40.32 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHEASTERLY 87.36 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING S 58°57'27" E, AND A CHORD DISTANCE OF 85.08 FEET TO A POINT ON SAID CURVE; THENCE S 08°36'27" W, A DISTANCE OF 300.72 FEET; THENCE S 88°47'48" W, A DISTANCE OF 89.44 FEET; THENCE S 56°24'40" W, A DISTANCE OF 260.00 FEET; THENCE S 89°15'50" W, A DISTANCE OF 177.18 FEET; THENCE N 06°57'59" W, A DISTANCE OF 827.76 FEET; THENCE N 23°33'26" E, A DISTANCE OF 196.38 FEET; THENCE N 89°04'47" E, A DISTANCE OF 100.76 FEET; THENCE S 24°21'29" E, A DISTANCE OF 286.59 FEET; THENCE N 89°04'48" E, A DISTANCE OF 444.30 FEET; THENCE N 00°55'13" W, A DISTANCE OF 79.00 FEET; THENCE N 89°04'48" E, A DISTANCE OF 169.94 FEET; THENCE S 01°22'52" E, A DISTANCE OF 100.00 FEET, TO AN INTERSECTION WITH THE AFORESAID WESTERLY PROLONGATION OF THE SOUTH LINE OF SECTION 28; THENCE N 89°04'48" E, ALONG SAID WESTERLY PROLONGATION, A DISTANCE OF 135.58 FEET TO THE POINT OF BEGINNING CONTAINING 12.14 ACRES MORE OR LESS.